



**AGREEMENT BETWEEN THE CITY OF OELWEIN AND OELWEIN YOUTH SPORTS ASSOCIATION**

**This Agreement** is made and entered into on this October 14, 2024 by and between the City of Oelwein hereinafter referred to as the “City,” and Oelwein Youth Sports Association, hereinafter referred to as the “Association.”

**1. Purpose** The purpose of this Agreement is to establish the terms and conditions under which the Association will provide recreational and league sports programs for children within the City and community, with the City acting as a financial partner.

**2. Term** This Agreement shall commence on January 1, 2025 and shall continue until December 31, 2027, unless terminated earlier in accordance with the provisions of this Agreement.

**3. Program Description** the Association shall provide the following recreational and league sports programs (“Programs”)for children:

<b>Recreation</b>	<b>League</b>
Baseball	Baseball
Soccer	
Flag Football	Flag Football
Basketball	Basketball
Softball	Softball
Volleyball	Volleyball (2026)
Running Club	
Wrestling	Wrestling
T-Ball	

**4. Responsibilities of the Association**

- a. Ensure that all Programs are conducted in a safe and inclusive manner.
- b. Recruit, train, and manage all necessary staff and volunteers.
- c. Perform background checks on all coaches and identified assistant coaches and any person(s) assigned responsibilities to run, oversee, manage, or lead any Program (Checks on all required persons shall be performed annually regardless of past checks on the same persons.) To the extent not covered above, background checks shall be required in accordance with the following criteria:
  - i. Interaction with youth in a public/group setting when university activity is specifically offered for children
  - ii. Supervisory responsibilities for youth participants or programs
  - iii. Involvement in an overnight youth program
  - iv. Unsupervised or one-on-one contact with a youth participant
  - v. Interaction involving physical contact (sports, dance, etc.)
  - vi. Driving for youth programs

- vii. Involvement by anyone for whom state law requires a criminal background check (mandatory reporters such as teachers, medical professionals, etc.)

The Association will not permit an individual convicted of an offense for which they must register with the Iowa or National Sex Offender Registry in any capacity.

- d. Communicate with the City regarding repair and maintenance needed on City facilities as well as any known hazards.
- e. Furnish all personal sports equipment and supplies needed for the Programs.
- f. Obtain all necessary permits and licenses required for operation.
- g. Provide an annual report to the City on Program participation, outcomes, needs, issues, plans moving forward.
  - a. This report shall be presented to the Parks and Recreation Commission annually in February. This report must include full financials of the Association
- h. Set all fees for Programs
- i. Run all concession stand related activities

### **5. Responsibilities of the City**

- a. Provide financial support to the Association in the amount of \$30,000, payable on January 5 each year.
- b. Provide exclusivity on recreation and league facilities unless an agreement is reached between both parties.
  - a. The Association and the City will identify annually which facilities are needed for the year and will come to an agreement each January.
- c. Allow marketing of city facilities for fundraising efforts of the Association.
- d. Assist with the promotion of the Programs through City communication channels.
- e. Work with and partner on the acquisition of non-personal sports equipment determined to be necessary by the Association and the City for use in the Programs.
- f. Provide access to City-owned facilities as needed for the Programs.
- g. Work with the Association regarding necessary repair and maintenance on City facilities as communicated to City by Association, including steps to address any identified hazards.
- h. Provide support services including utilities, waste collection, and security if requested and determined to be necessary by both Association and City.

### **6. Commercial Comprehensive General Liability.**

The Association must carry commercial comprehensive general liability insurance coverage of no less than \$1 million for each occurrence and a general aggregate of \$2 million, and includes the following:

- a. Sexual Abuse/Molestation Liability. The Association must carry sexual abuse and/or molestation liability insurance coverage of no less than \$1 million for each occurrence and a general aggregate of \$2 million. Policy must not contain any exclusion for abuse from sexual, emotional or physical actions and/or misconduct. If such exclusions are included, separate coverage must be purchased and evidenced. (Association shall ensure that all persons on which background checks were performed are covered by the insurance policy.)

- b. Automobile Liability. The Association must carry automobile liability insurance coverage with a combined single limit of no less than \$1 million when automobiles are used to transport youth or perform other third-party operations.
- c. Damage to Rented Premises. The Association must carry damages to rented premises insurance coverage of no less than \$100,000.
- d. Medical Payments. Association is required to carry medical payments coverage of nonparticipants. Limits must be no less than \$5,000.
- e. Occurrence basis. The policy must be written on an occurrence basis, or if claims-made coverage is provided, coverage must be maintained for a minimum of five (5) years after the termination the program.
- f. Policy must cover all activities to be performed by the Association, including athletic/physical activities.
- g. Policy must not contain any exclusion for intentional acts.
- h. Insurance shall be primary and noncontributory.
- i. The City of Oelwein shall be names as additional insured.

**7. Indemnification** To the fullest extent permitted by Law, the Association will defend, indemnify and hold harmless the City of Oelwein, including its current and former officials, employees, volunteer workers, agents and/or assigns from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or from the performance of its operations or services and for the acts or omissions of its directors, principals, employees, contractors or subcontractors, volunteers, participants, guests or any third party for whom it is responsible, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such an obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this agreement.

The Association will assume full legal and financial responsibility for any and all damages to City buildings, facilities and/or equipment used while conducting Program related activities, and be responsible for removal of all personal materials prior to leaving any City building or facility at the completion of each program/event. Charges will be assessed to the Association for restoration and property removal if applicable.

**8. Termination** Either party may terminate this Agreement with 60 days' written notice to the other party.

**9. Amendments** This Agreement may be amended only by a written document signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

<b>City of Oelwein</b>		
Title: Mayor		
Name: Brett DeVore		
	Signature	Date: 10/14/2024
<b>Oelwein Youth Sports Association</b>		
Title:		
Name:		
	Signature	Date: